

BOARD OF COUNTY COMMISSIONERS
Agenda Item Summary

Meeting Date April 21, 2004

Division **County Attorney**

AGENDA ITEM WORDING

Amended Lease with Big Coppitt Volunteer Fire Department, Inc. extending the lease term to April 20, 2024 and providing that Lots 3, 4, and 5 be used for a community park and playground.

ITEM BACKGROUND

PREVIOUS RELEVANT BOCC ACTION

CONTRACT/AGREEMENT CHANGES

STAFF RECOMMENDATIONS

Approval.

TOTAL COST

BUDGETED Yes No

COST TO COUNTY

SOURCE OF FUNDS

APPROVED BY: County Attorney ☒ OMB/Purchasing ☐ Risk Management ☐

DIVISION DIRECTOR APPROVAL:


JOHN R. COLLINS

DOCUMENTATION:

Included ☐

To Follow ☐

Not Required ☐

AGENDA ITEM # _____

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AMENDED LEASE

Big Coppitt Volunteer Fire Department, Inc.

THIS AMENDED LEASE is made and executed on this _____ day of _____, 200__, by and between the Big Coppitt Volunteer Fire Department, Inc., a non-profit corporation organized under the laws of the State of Florida, hereafter Lessor, having its principal office at 28 Emerald Drive, Big Coppitt Key, Florida, and Monroe County, a political subdivision of the State of Florida, hereafter Lessee, having its principal office at 1100 Simonton Street, Key West, Florida.

WHEREAS, a twenty year lease was entered between the parties on June 17, 1994; and

WHEREAS, Lessee has identified funds to be used for capital improvements for a community park which require a term longer than the remaining years of the lease; and

WHEREAS, both parties desire the property to be used for community park and playground purposes; now, therefore

The Parties hereto agree as follows:

1. Lessor leases to Lessee the following described real property:

Lot 3, Block 4, amended plat of Coppitt Subdivision as recorded in Plat Book 4 at Page 50 of the Public Records of Monroe County, Florida, a resubdivision of Plat Book 3, at Page 116 located in Government Lot 5, Section 22, Township 67 South, Range 26 East, Big Coppitt Key, Monroe County, Florida.

And

Lot 4, Block 4, amended plat of Coppitt Subdivision as recorded in Plat Book 4 at Page 50 of the Public Records of Monroe County, Florida, a resubdivision of Plat Book 3, at Page 116 located in Government Lot 5, Section 22, Township 67 South, Range 26 East, Big Coppitt Key, Monroe County, Florida.

And

Lot 5, Block 4, amended plat of Coppitt Subdivision (a re-subdivision of P.B. 3, Page 116), located in Government Lot 5, Section 22, Township 67 South, Range 26 East, Big Coppitt Key, Monroe County, Florida, as recorded in Plat Book 4 at Page 50 of the Public Records of Monroe County, Florida.

hereafter the Premises, to have and to hold for a term of 20 years commencing on the date first written above. Lessee may only use Lots 3, 4, and 5 for a community park and playground, with amenities as identified in the Big Coppitt Key Site Plan, attached hereto as Exhibit A, all open to the public during such reasonable hours as the Lessee may establish. At the expiration of this amended lease, the parties have a mutual option to

extend this amended lease another 20 years, under the same terms and conditions of this lease, upon agreement of both parties.

2. Lessee shall maintain the property and amenities in a clean and safe condition at all times.

3. Lessee shall pay an annual rental of One Dollar (\$1.00) for the premises, due on the anniversary date of this lease, or if a weekend or holiday on the first business day thereafter, for the demise of the premises during the previous year.

4. Lessor covenants that Lessor is seized of the real property in fee simple, except for a reversionary interest retained by Rimersburg Coal Company, and has full right to make this lease and that Lessee shall have quiet and peaceable possession of the premises during the term of this lease.

5. All water, gas, electricity, telephone, solid waste collection services, and other public utility services used or furnished to the premises during the term of this lease shall be paid for by Lessee.

6. During the term of this lease, Lessee shall comply with all applicable laws affecting the premises. Adequate parking shall be provided on-site or Lessee may make arrangements for parking nearby so as to keep park users from parking along the street. Lessee shall not commit waste on the premises except as necessary for the construction of any improvements permitted under this lease. Lessee is specifically authorized to demolish any existing improvements on the premises solely for the purpose of establishing a community park. Lessee shall keep Lots 3, 4 and 5 open to the public for the purposes described in paragraph 1 of this lease. If the Lessee fails to keep Lots 3, 4 and 5 open to the public for the purposes described in paragraph 1 during the term of this lease then this lease will terminate and the Lessor may reenter and take possession of Lots 3, 4 and 5 unencumbered by the obligations of this lease. Lessor's right to reenter and take possession of Lots 3, 4 and 5 is Lessor's sole remedy in the event of the Lessee's breach of its obligation to use Lots 3, 4, and 5 for the purposes described in paragraph 1.

7. All improvements to the premises shall be done at the Lessee's own expense. Upon the expiration or termination of this lease for whatever cause, Lessee shall have a right to remove such improvements from the premises, provided that in doing so it leaves the premises in as good repair as on the date first written above and the premises are not so damaged as to be unfit for use or occupancy by reason of the removal.

8. Lessee shall indemnify and hold harmless the Lessor and its officers from any liability arising out of the Lessee's use of the premises, subject to FS 768.28. At the time of the execution of this lease Lessee is self-insured and shall provide Lessor with proof of same. If during the term of the lease Lessee ceases to be self-insured, Lessee shall purchase liability insurance covering Lessee's operations on the premises in an amount up to Lessee's waiver of sovereign immunity and naming the Lessor and its officers as additional named insureds.

9. If Lessee fails within thirty days of notice from Lessor to cure any breach, then Lessor may terminate this lease immediately and Lessor may reenter and take possession of Lots 3, 4, and 5.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk
Date _____

By _____
Mayor/Chairman

(SEAL)
Attest:

BIG COPPITT VOLUNTEER
FIRE DEPARTMENT, INC.

By _____
Title _____
Date _____

By Aileen Phelps
Title President

jleasfireBCK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
2/18/04

